

(Periodic Payments Including Interest)

CAUTION Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

88-600903

THIS INDENTURE, Made December 14 19 88 under FIRST ILLINOIS BANK OF WILMETTE, not personally, but as Trustee under the Provisions of a Deed or Deeds in Trust duly recorded and delivered to said bank in pursuance of a Trust Agreement, dated the 13th day of December 19 88 and known as Trust Number TWB-0754, herein referred to as "Mortgagor" and FIRST ILLINOIS BANK OF WILMETTE

DEPT-01 112 25 T#4444 TRAN 4525 12/30/88 14 04 00 #9746 # D 88-600903 COOK COUNTY RECORDER

1200 Central Ave., Wilmette, Il 60091 (NO AND STREET) (CITY) (STATE)

The Above Space For Recorder's Use Only

herein referred to as "Trustee," witnesseth That Whereas Mortgagor has concurrently herewith executed and delivered a promissory note, termed "Installment Note," of even date herewith, executed by Mortgagor, made payable to First Illinois Bank of Wilmette in and by which note Mortgagor promises to pay out of that portion of the trust estate subject to said trust agreement and hereinafter specifically described the principal sum of \*THREE HUNDRED FIFTY THOUSAND AND NO/100 (\$350,000.00)\* and interest from date of disbursement on the balance of principal remaining from time to time unpaid at the rate of 10.25 per annum in installment as follows \*THREE THOUSAND EIGHT HUNDRED FIFTEEN AND NO/100 (\$3,815.00)\* Dollars on the 1st day of February 1989 and \*THREE THOUSAND EIGHT HUNDRED FIFTEEN AND NO/100 (\$3,815.00)\* the 1st day of each month thereafter until said note is fully paid, except that the final payment of principal and interest if not so made shall be due on the 1st day of January 19 94 all such payments on account of the indebtedness evidenced by said note to be applied first to accrued and unpaid interest on the unpaid principal balance and the remainder to principal, the portion of each of said installments constituting principal, to the extent not paid when due, to bear interest after the date of payment thereof at the rate of 10.25 per annum and all such payments being made payable to First Illinois Bank of Wilmette, 1200 Central Ave., Wilmette, Il 60091 or at any other place as the legal holder of the note may, from time to time, in writing appoint, which note further provides that at the election of the legal holder thereof and without notice, the principal sum remaining unpaid thereon, together with accrued interest thereon, shall become at once due and payable at the place of payment aforesaid, in case default shall occur in the payment, when due, of any installment of principal or interest in accordance with the terms thereof in case default shall occur and continue for three days in the performance of any other agreement contained in this Mortgage in which event election may be made at any time after the expiration of said three days, without notice, and that all parties thereto severally waive presentment for payment, notice of dishonor, protest and notice of protest.

NOW HEREOFORE to secure the payment of the said principal sum of money and interest in accordance with the terms, provisions and limitations of the above mentioned note and of this Mortgage, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, Mortgagor by these presents grant, remise, release, alien, and convey unto the Trustee, its or his successors and assigns the following described Real Estate situate, lying and being in the Village of Winnetka, COUNTY OF Cook, AND STATE OF ILLINOIS, to wit:

LOTS 6 AND 7 IN BLOCK 6 OF LAKESHORE SUBDIVISION IN WINNETKA, A SUBDIVISION OF LOT 1 OF NICH, SIMON AND OTHERS SUBDIVISION AND 5 ACRES NORTH AND ADJOINING SAID LOT 1, EXTENDING TO DALE'S ADDITION, A SUBDIVISION OF THE NORTH 7.50 CHAINS OF THE SOUTH EAST 1/4 FRACTIONAL SECTION 21, TOWNSHIP 42 NORTH, RANGE 13, ON THE NORTH, AND LYING BETWEEN LAKE AVENUE AND LAKE MICHIGAN, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO. 05-21-411-003

88600903

which with the property hereinafter described, is referred to herein as the "premises."

TOGETHER with all improvements, tenements, easements, and appurtenances thereto, together with all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which rents, issues and profits are deemed primarily and on a parity with said real estate and not secondarily) and all fixtures, apparatus, equipment or articles now or hereafter thereon or thereon used to supply heat, gas, water, light, power, refrigeration and air conditioning (whether single units or centrally controlled), and ventilation, including, without restricting the foregoing, screens, window shades, awnings, storm doors and windows, floor coverings, inador beds, stoves and water heaters, all of the foregoing are received and agreed to be a part of the mortgaged premises whether physically attached thereto or not, and it is agreed that all such items and all similar or other apparatus, equipment or articles hereafter placed in the premises by Mortgagor or its successors or assigns shall be part of the mortgaged premises.

TO HAVE AND TO HOLD the premises unto the said Trustee, its successors and assigns, forever, for the purposes, and up on the uses and trusts herein set forth.

This Mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (the reverse side of this Mortgage) are incorporated herein by reference and hereby are made a part hereof the same as though they were here set out in full and shall be binding on Mortgagor, its successors and assigns.

IN WITNESS WHEREOF, Mortgagor, not personally, but as Trustee as aforesaid, has caused these presents to be signed and sealed by its duly authorized officers the day and year first above written.

FIRST ILLINOIS BANK OF WILMETTE

As Trustee as aforesaid and not personally.

By: [Signature] Executive Vice-President XXXXX XXXXX Trust Officer

ATTEST: [Signature] Senior Vice-President XXXXX XXXXX XXXXX XXXXX

State of Illinois, COOK SS. I, the undersigned, a Notary Public in and for said County,

in the State aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to the foregoing instrument are personally known to me to be duly authorized officers of FIRST ILLINOIS BANK OF WILMETTE and that they appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as duly authorized officers of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and official seal this 14th day of December 1988

Commission expires EDNA W. PASS MY COMMISSION EXPIRES MAY 9, 1991 Notary Public

This instrument was prepared by Bruce W. Kump, 1200 Central Avenue, Wilmette, Il 60091 (NAME AND ADDRESS)

At this instrument to First Illinois Bank of Wilmette, 1200 Central Avenue, Wilmette Illinois 60091

COOK COUNTY RECORDER

OR RECORDERS OFFICE BOX NO.

\$12.00 MAIL

© SHIRLEY MIB

88-600903

THE FOLLOWING ARE THE COVENANTS, CONDITIONS AND PROVISIONS, REFERRED TO ON PAGE 1 (THE REVERSE SIDE OF THIS MORTGAGE) AND WHICH FORM A PART OF THE MORTGAGE WHICH THERE BEGINS:

UNOFFICIAL COPY

1. Mortgagor shall (1) keep said premises in good condition and repair, without waste, (2) promptly repair, restore, or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed, (3) keep said premises free from mechanics liens or liens in favor of the United States or other liens or claims for lien not expressly subordinated to the lien hereof, (4) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Trustee or to holders of the note; (5) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises, (6) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof, (7) make no material alterations in said premises except as required by law or municipal ordinance or as previously consented to in writing by the Trustee or holders of the note.

2. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to Trustee or to holders of the note the original or duplicate receipts therefor. To prevent default hereunder Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

3. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the holders of the note, under insurance policies payable, in case of loss or damage, to Trustee for the benefit of the holders of the note, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to holders of the note, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective days of expiration.

4. In case of default therein, Trustee or the holders of the note may, but need not, make any payment or perform any act herebefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture attributable said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other moneys advanced by Trustee or the holders of the note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Trustee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate of \_\_\_\_\_ per cent per annum. Inaction of Trustee or holders of the note shall never be considered as a waiver of any right accruing to them in consequence of any delay hereunder on the part of Mortgagor.

5. The Trustee or the holders of the note hereby secured making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

6. At the election of the holders of the note, and without notice to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in this note or in this Mortgage to the contrary, become due and payable when default shall occur in payment of principal or interest, or in case of default shall occur and continue for three days in the performance of any other agreement of the Mortgagor herein contained.

7. When the indebtedness hereby secured shall become due whether by the terms of the note described on page one or by acceleration or otherwise, holders of the note or Trustee shall have the right to foreclose the lien hereof and also shall have all other rights provided by the Laws of Illinois for the enforcement of any mortgage debt. Any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or holders of the note for attorneys' fees, Trustee's fees, appraiser's fees, delays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree of foreclosure) all such abstracts of title, title searches and examinations, guarantee policies, Towns certificates, and similar data and assurances with respect to title as Trustee or holders of the note may deem to be reasonably necessary either to prosecute such suit or to evidence a holder at any sale which may be had pursuant to such decree the true condition of the title to or the value of the premises. In addition, all expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate of \_\_\_\_\_ per cent per annum, when paid or incurred by Trustee or holders of the note in connection with any action, suit or proceeding, including but not limited to private and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured, or the preparations for the commencement of any suit for the foreclosure hereof or for sale of such right to foreclose whether or not actually commenced, or in preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceeding, including all such items as are mentioned in the preceding paragraph hereof; second, on other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note hereby secured, with interest thereon as herein provided; third, all principal and interest remaining unpaid, fourth, any surplus to Mortgagor, his legal representatives or assigns as their rights may appear.

9. Upon or at any time after the filing of a complaint to enforce this Mortgage, the Court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Trustee hereunder may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period for redemption, whether there be redemption or not, as well as during any further times when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or incidental in such cases for the protection, possession, control, management and operation of the premises during the whole of said period. The Court in any time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (1) The indebtedness secured hereby, or any debt or charge secured by this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, (2) the deficiency in case of a sale and deficiency.

10. Mortgagor hereby waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage, on behalf of Mortgagor, the trust estate and all persons beneficially interested therein, and each and every person, except decree or judgment creditors of Mortgagor in his representative capacity and of the trust estate, acquiring any interest in or title to the premises subsequent to the date of this Mortgage.

11. Trustee or the holders of the note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

12. Trustee has no duty to examine the title, location, existence, or condition of the premises, nor shall Trustee be obligated to record this Mortgage or to exercise any power herein given unless expressly obligated by the terms hereof, nor be liable for any acts or omissions hereunder, except in case of its own gross negligence or misconduct or that of the agents or employees of Trustee, and it may require documents satisfactory to it before exercising any power herein given.

13. Trustee shall release this Mortgage and the lien thereof by proper instrument upon presentation of satisfactory evidence that all indebtedness secured by this Mortgage has been fully paid, and Trustee may execute and deliver a release hereof to and at the request of any person who shall either before or after maturity thereof, produce and exhibit to Trustee the note, representing that all indebtedness hereby secured has been paid, which representation Trustee may accept as true without inquiry. Where a release is requested of a successor trustee, such successor trustee may accept as the genuine note herein described any note which bears a certificate of identification purporting to be executed by a prior trustee hereunder or which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as the makers thereof, and where the release is requested of the original trustee and it has never executed a certificate on any instrument identifying same as the note described herein, it may accept as the genuine note herein described any note which may be presented and which conforms in substance with the description herein contained of the note and which purports to be executed by the persons herein designated as makers thereof.

14. Trustee may resign by instrument in writing filed in the office of the Recorder or Registrar of Titles in which this instrument shall have been recorded or filed. In case of the death, resignation, inability or refusal to act of Trustee, \_\_\_\_\_ shall be first Successor in Trust and in the event of his or its death, resignation, inability or refusal to act, the then Recorder of Deeds of the county in which the premises are situated shall be second Successor in Trust. Any Successor in Trust hereunder shall have the identical title, powers and authority as are herein given Trustee, and any Trustee or successor shall be entitled to reasonable compensation for all acts performed hereunder.

15. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor, and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons at any time liable for the payment of the indebtedness on any part thereof, whether or not such persons shall have executed the note, or this Mortgage.

16. THIS MORTGAGE is executed by the First Illinois Bank of Wilmette, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on First Illinois Bank of Wilmette personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenants either express or implied herein contained, all such liability, if any, being expressly waived by the Trustee only by every person now or hereafter claiming any right or security hereunder, and that the legal holder of holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, or to the enforcement of the lien hereby created in the manner herein and in said Note provided or by action to enforce the personal liability of any guarantor, co-signer or endorser.

80600908

IMPORTANT FOR THE PROTECTION OF BOTH THE BORROWER AND LENDER, THE NOTE SECURED BY THIS MORTGAGE SHOULD BE IDENTIFIED BY THE TRUSTEE, BEFORE THE MORTGAGE IS FILED FOR RECORD.

The Note mentioned in the within Mortgage has been identified by \_\_\_\_\_ under Identification No. 5060 First Illinois Bank of Wilmette Trustee